

1 THE HONORABLE BENJAMIN H. SETTLE
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7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT TACOMA

10 KYLIE STEELE,) Case No. 19-cv-05553-BHS
11 v.) Plaintiff,)
12 NATIONAL RAILROAD PASSENGER)) DEFENDANT NATIONAL
CORPORATION, d/b/a AMTRAK,)) RAILROAD PASSENGER
13) Defendants.)) CORPORATION'S MOTION FOR
)) STAY OF EXECUTION PURSUANT
)) TO FED. R. CIV. P. 62(B)
14)) NOTE ON MOTION CALENDAR:
)) JANUARY 7, 2022

15 Pursuant to Fed. R. Civ. P. 62(b), Defendant National Railroad Passenger Corporation
16 ("Amtrak") respectfully moves for an order staying enforcement of the judgments entered in this
17 matter upon Amtrak's posting of supersedeas bonds in an amount to be determined by the Court.

18 **I. BACKGROUND**

19 On November 23, 2021, the Court entered judgment in favor of Plaintiff Kylie Steele
20 pursuant to the jury's verdict for \$6,875,000. Dkt. 88.

21 On or before December 21, 2021, Amtrak intends to move for a new trial, or in the
22 alternative, for remittitur pursuant to Fed. R. Civ. P. 59. In the alternative to a new trial, Amtrak
23 also will be moving for a judgment as a matter of law with respect to Plaintiff's future economic
24 loss.

25 **II. ARGUMENT & AUTHORITY**

26 Federal Rule of Civil Procedure 62(b) provides that "[a]t any time after judgment is
27 entered, a party may obtain a stay by providing a bond or other security. The stay takes effect
DEFENDANT'S MOTION FOR STAY OF EXECUTION OF
JUDGMENT PURSUANT TO FED. R. CIV. P. 62(B) - 1
CASE NO. 19-CV-05553-BHS
019188.0447/8812887.1

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1 when the court approves the bond or other security and remains in effect for the time specified
 2 in the bond or other security.” Fed. R. Civ. P. 62(b). A party may obtain “a stay at any time after
 3 a judgment is entered, not just when an appeal is taken.” 11 Charles Alan Wright & Arthur R.
 4 Miller, Fed. Prac. & Proc. Civ. § 2905 (3d ed., August 2019 Update).

5 By posting a bond, the Plaintiff is protected from any loss resulting from the stay in the
 6 execution of the judgment. *Pacific Reinsurance Management Corporation v. Ohio Reinsurance*
 7 *Corporation*, 935 F.2d 1019, 1027 (9th Cir. 1991). District courts have “inherent discretionary
 8 authority in setting supersedeas bonds.” *Rachel v. Banana Republic, Inc.*, 831 F.2d 1503, 1505
 9 n.1 (9th Cir. 1987). It has been observed that courts often compute the supersedeas bond by
 10 looking at the amount of the judgment plus interest, costs, and an estimate of any damages
 11 attributed to the delay. 11 Charles Alan Wright & Arthur R. Miller, Fed. Prac. & Proc. Civ. §
 12 2905 (3d ed., August 2019 Update). A published decision within the Ninth Circuit noted that
 13 “[a]lthough practices vary among judges, a bond of 1.25 to 1.5 times the judgment is typically
 14 required.” *Cotton ex rel. McClure v. City of Eureka*, 860 F. Supp. 2d 999, 1029 (N.D. Cal. 2012)
 15 (quoting Christopher A. Goelz & Meredith J. Watts, California Practice Guide: Ninth Circuit
 16 Civil Appellate Practice ¶ 1:168 (TRG 2011)).

17 Bonds at the lower end of this range would be more than enough to secure Plaintiff’s
 18 judgment plus costs, interest, and anticipated legal fees on appeal, if any. Amtrak respectfully
 19 requests that the Court establish bond amounts of \$8,593,750 (\$6,875,000 x 1.25).

20 Once Amtrak posts the bond in an amount determined by the court, Amtrak requests that
 21 the enforcement of judgment be stayed until the time for Amtrak to file an appeal expires or the
 22 Court of Appeals for the Ninth Circuit issues a final decision in this matter, whichever is later.

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DEFENDANT’S MOTION FOR STAY OF EXECUTION OF
 JUDGMENT PURSUANT TO FED. R. CIV. P. 62(B) - 2
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1 DATED this 20th day of December, 2021.

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